

AGREEMENT

THIS AGREEMENT is made as of the 27th day of January, 2010 between the Town of Cicero, a municipal corporation organized and existing by virtue of the laws of the State of New York with offices at 8236 S. Main Street, Cicero, NY 13039 and a mailing address of PO Box 1517 Cicero, NY 13039 (the "Town") and Cicero Amateur Sports, Inc., also known as the Cicero Little League, a not-for-profit corporation existing by virtue of the laws of the State of New York with a mailing address of PO Box 1929, Cicero, NY 13039 (the "Little League").

WHEREAS, the Town owns approximately twenty five (25) acres of park facilities in the Town known as Central Park, located at the corner of Route 31 and Ferguson Road in the Town (the "Park"); and

WHEREAS, the Park currently consists of multi-purpose baseball, softball and football fields, concession and restroom facilities and parking areas; and

WHEREAS, Little League currently utilizes the existing fields in the Park, subject to the rights of the general public, Monday through Saturday, and occasional Sundays, between 5:00 p.m. to dark on weekdays and 8:00 a.m. to dark on weekends, commencing annually on April 1 and concluding on August 1; and

WHEREAS, Little League currently maintains a concession structure, a storage building and batting cages at the Park; and

WHEREAS, the Cicero Pop Warner Football League (“Pop Warner”) also utilizes existing fields in the Park, subject to the rights of the general public, Monday through Sunday between 5:00 p.m. to 7:00 p.m. on weekdays and 9:00 a.m. to 4:00 p.m. on weekends, commencing annually on August 1 and concluding on November 15; and a portion of the funds received from Assemblyman Stirpe will be used to install lighting at the field used by Pop Warner; which this, combined with the fact that the Town wishes to stress that other youth organizations utilize the fields, was the reason the agreement contains references to Pop Warner; and

WHEREAS, Pop Warner currently maintains concession structures, a storage building, an announcement booth and scoreboards at the Park; and

WHEREAS, the Town currently maintains the entire Park, apart from those previously mentioned buildings or structures maintained by the Little League and Pop Warner; and

WHEREAS, Little League has received a Community Capital Assistance Program grant through the recommendation of New York State Assemblyman Al Stirpe in the amount of \$250,000.00 for installation of baseball fields, a broadcast/storage building and lighting for the football field (the “CCAP”); and

WHEREAS, on January 19, 2010, the Town’s Code Enforcement Officer conditionally approved the site plan for the improvements to be made to the Park using the CCAP, subject to the parties addressing certain concerns as discussed; and

WHEREAS, the approved site plan allows for the following improvements: improved drainage; installation of four (4) fenced baseball fields, a broadcast/storage building, and lighting for the main football field; and

WHEREAS, in order for Little League to utilize the CCAP to make the improvements indicated on the site plan, Little League must provide Assemblyman Stirpe's Office with a use and maintenance agreement; and

WHEREAS, the Town and Little League are desirous of entering into an agreement that will allow Little League to move forward with the improvements at the Park, and utilizing the CCAP to do so.

NOW, THEREFORE, it is mutually agreed:

1. The Park shall continue to be utilized by the Town for public recreational purposes. Should the public's use of the park cease or terminate for any reason, this Agreement shall automatically cease and terminate.

2. The Little League shall have use of the following fields in the Park, subject to the rights of the general public: existing fields as well as the four (4) new fields to be installed utilizing the CCAP, on Monday through Saturday, and occasional Sundays, between 5:00 p.m. to dark on weekdays and 8:00 a.m. to dark on weekends, commencing annually on April 1 and concluding on August 1. Such use may be extended to October 15, upon the approval of the Town and in cooperation with Pop Warner.

3. The Town shall continue to maintain that portion of the Park that includes fields CP-1, CP-2, CP-3, CP-1A and the football fields, also known as the "main" field and field CP-1/1A. This maintenance includes general ball

field maintenance and turf management, as well as moving the Town's bleachers.

4. The Little League will be solely responsible for maintaining the newly improved field area in the Park, to be known as Henry Field, which shall include the four (4) new fields and the broadcast/storage building to be constructed utilizing the CCAP. The area to be maintained by the Little League will include the four (4) new baseball fields, fence lines, two (2) storage buildings, concession building and restroom, and the broadcast/storage booth, all of which is depicted on the attached map and which is incorporated by reference. All maintenance will be strictly in accordance with Town standards and shall be in compliance with applicable provisions of law, including, but not limited to, the Land and Water Conservation Act and its implementing regulations. The Little League shall be responsible for maintaining the baseball fields for the entire growing season for each year during the term of the Agreement. Whether or not maintenance is in accordance with Town standards and applicable law shall be determined in the sole discretion of the Town.

5. Nothing in this Agreement shall affect Pop Warner's right to continue to utilize existing fields in the Park, subject to the rights of the general public, Monday through Sunday between 5:00 p.m. to 7:00 p.m. on weekdays and 9:00 a.m. to 4:00 p.m. on weekends, commencing annually on August 1 and concluding on November 15.

6. The Town reserves the right to periodically review the Little League's performance of its obligations under this Agreement. The Town

further reserves the right to terminate this Agreement if the Town, in its sole discretion, finds that the Little League is not adequately maintaining the areas referenced in paragraph 4, above, or if the Little League's use of the Park inhibits the general public's, or any other agency's or group's, ability to access or utilize and access the Park.

7. It is understood that this Agreement does not constitute the conveyance of an interest in real property or a license to the Little League. The Town shall clearly identify the areas to be utilized and maintained by the Little League as being publicly owned and operated as a public facility. The Town shall clearly identify the Park, and all areas within the Park, as being publicly owned and operated as a public facility in all Town literature, advertising or other communication in whatever form. The Little League shall make no representations or warranties that it has an ownership interest in the Park or a lease for use of the Park.

8. The rights of the Little League to utilize the Park are subject to the rights of the general public to access and utilize the Park. Should the areas sought to be accessed and utilized by the Little League become heavily used by the general public such that the Little League's use of the Park interferes with the general public's use of the Park, the Town reserves the right to adopt an equitable system to ensure the general public has to access the Park. The form of this system shall be determined in the sole discretion of the Town. The adoption of any such system shall not eliminate the Little League's obligations under this Agreement.

9. All fees charged by the Little League for participation in Little League shall be commensurate with those charged for participation in similar programs at private facilities.

10. Any net proceeds received by the Town from the Little League for use of the Park shall be utilized by the Town for the acquisition of park facilities or for capital improvements to parks in the Town.

11. It is understood that the performance of work associated with the improvements to the Park shall be governed by a separate agreement between the Town, the Little League and the Little League's contractors.

12. The term of this Agreement shall be ten (10) years. The term shall commence as of the date the improvements are completed. The date of completion shall be determined in the sole discretion of the Town.

13. The Little League shall indemnify and hold harmless the Town against any and all claims for damage which are made against the Town by reason of any act or omission by the Little League in connection with the use of the Park, and the Little League shall hold the Town harmless for any expense in connection therewith, including, but not limited to, reasonable attorney's fees.

14. During the term of this Agreement, the Little League shall obtain and maintain at its expense the following insurance policies:

Insurance Coverage	Limits
a) Commercial General Liability	\$1 million per occurrence \$2 million aggregate
b) Umbrella Liability	\$2 million

The Little League shall provide the Town with proof of insurance and shall name the Town as an additional insured as of the commencement date of this Agreement. The Little League will provide the Town with a minimum of thirty (30) days' written notice if any insurance is to be discontinued or terminated.

15. Written notice of any accident, occurrence or potential claim that arises during the Little League's use of the Park shall be immediately provided by the Little League to the Town. In no event shall such written notice be made more than one (1) business days after the incident. The Little League shall cooperate fully with the Town with regard to any investigation or measures taken in connection with the accident, occurrence or potential claim.

16. The Little League represents and warrants that it is familiar with all federal, state, municipal and departmental laws, rules, ordinances and regulations which apply to the Little League and that it is fully compliant with the same.

17. The Little League is prohibited from assigning its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the Town's written consent.

18. Each and every provision of law and clause required by law to be inserted in this Contract is deemed to have been inserted. If any such provision is not inserted, through mistake or otherwise, then upon application of either party, this Agreement shall be amended to make the insertion.

19. Should any dispute arise between the Town and the Little League regarding the interpretation of this Agreement or the respective rights, duties

and obligations of the parties under this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York.

20. Any and all notices sent in connection with this Agreement shall be addressed as follows:

Town of Cicero
Cicero Town Hall
8236 S. Main Street
PO Box 1517
Cicero, NY 13039
Attn: Director of Parks and Recreation

With copies to:
Town Supervisor
-and-
Attorney for the Town
at the above address

Cicero Little League:
PO Box 1929
Cicero, NY 13039
Attn: President

21. Fees for use of the Park by Little League shall be negotiated annually by the Town and the Little League, and shall be approved by resolution of the Town Board.

22. No waiver of any breach of any condition or term of this Agreement shall be binding unless it is in writing and signed by the party waiving the breach. No waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of any breach unless the waiver references and includes the same.

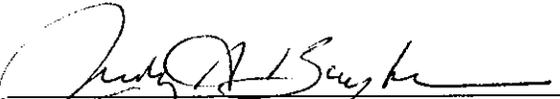
23. This Agreement constitutes the complete understanding of the parties. No modification of any provisions of this Agreement is valid unless in writing and signed by both parties.

24. This Agreement shall be governed by the laws of the State of New York.

25. The Supervisor has executed this Agreement pursuant to a resolution adopted by the Cicero Town Board on Januaury 27th, 2010.

IN WITNESS WHEREOF the Town has caused its corporate seal to be affixed and this Agreement to be signed by Judy A. Boyke, its Supervisor, and to be attested to by Tracy M. Cosilmon, its Town Clerk, and the Little League has caused this Agreement to be signed by Dave Christian, its President, as of January 27th, 2010.

TOWN OF CICERO

By: 
Judy A. Boyke, Supervisor

Attest:


Tracy M. Cosilmon, Town Clerk

CICERO LITTLE LEAGUE

By: 
Dave Christian, President

STATE OF NEW YORK)
COUNTY OF ONONDAGA)ss.:

On January 27th, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Dave Christian, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Tracy M. Cosilmon
Notary Public

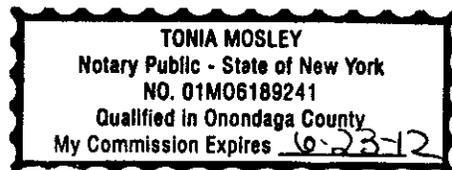
TRACY M. COSILMON
01CO6091797
Notary Public, State of New York
Qualified in Onondaga County
Commission Expires May 05, 2011

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

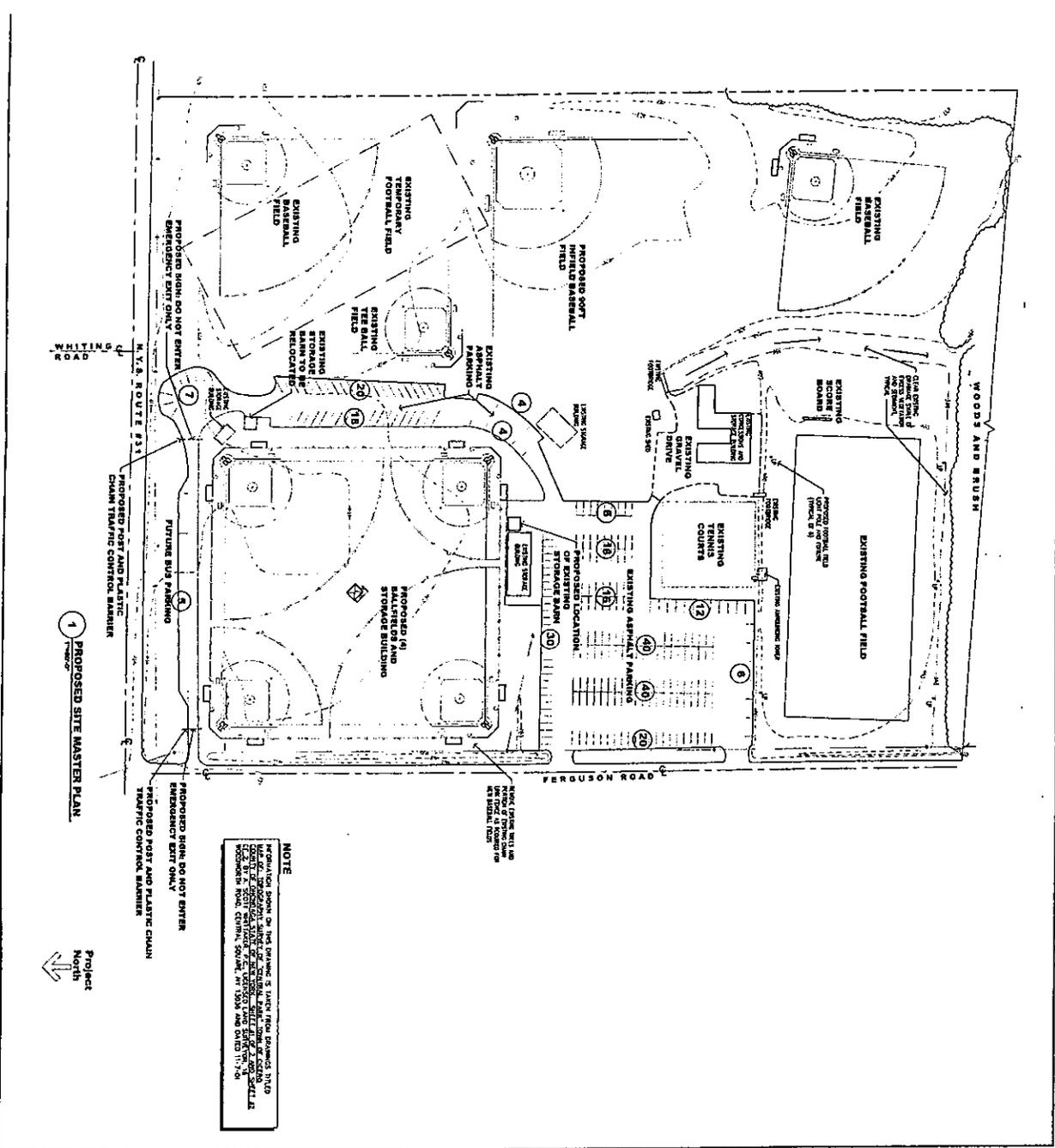
On this 28th day of January, 2010, before me, the subscriber, personally appeared Judy Boyke who, being by me duly sworn, deposes and says: That she is the Supervisor of the Town of Cicero (the "Town"), the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Town and that the seal affixed to said Instrument is the seal of the Town that it was so affixed by the order of the Town Board of the Town and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Tracy M. Cosilmon, Clerk of the Town, who, being by me duly sworn, deposes and says: That she is the Clerk of the Town; that she knows the seal of said Town and that the seal affixed to said Instrument is the seal of the Town; that it was affixed by order of the Town Board of the Town; that said Judy Boyke is the Supervisor of said Town and that the signature on said Instrument is the signature of said Judy Boyke as Supervisor.

Tonia Mosley
Notary Public



MAP



1 PROPOSED SITE MASTER PLAN

NOTE
 REVISIONS SHOWN ON THIS DRAWING TO BE MADE BY THE CONTRACTOR IN ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF CONTRACT. ALL REVISIONS SHALL BE MADE IN ACCORDANCE WITH THE STANDARD PRACTICES OF THE PROFESSION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION AND SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LIGHTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOUND BARRIER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FENCING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SECURITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MAINTENANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSPECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORD DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PHOTOGRAPHS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VIDEO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MEASUREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CALCULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ESTIMATES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BIDDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONTRACTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY OPERATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MAINTENANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REPAIR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DISPOSAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECYCLING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSERVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PROTECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESTORATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REHABILITATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RENOVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REPAIR AND MAINTENANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSPECTION AND TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORD DRAWINGS AND AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PHOTOGRAPHS AND VIDEO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MEASUREMENTS AND CALCULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ESTIMATES AND BIDDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONTRACTING AND CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY OPERATION AND MAINTENANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REPAIR AND REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DEMOLITION AND DISPOSAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECYCLING AND CONSERVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PROTECTION AND RESTORATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REHABILITATION AND RENOVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECONSTRUCTION.

MP.1
 PROPOSED SITE MASTER PLAN

DATE	11/11/09	SCALE	AS SHOWN
DRAWN BY	...	CHECKED BY	...
DESIGNED BY	...	APPROVED BY	...

Schopfer Architects LLP
 1111 JAMES ST
 WADSWORTH, NY 11793
 315-474-8500
 FAX 315-474-1922

C.W. RICH, INC.
 GEOTECHNICAL CONSULTANTS
 P.O. BOX 120
 CRYSTAL, NY 13041
 518-482-2800

**CENTRAL PARK
 LITTLE LEAGUE BALL FIELDS**
 ROUTE 31
 OCEANO, NEW YORK 13039